

CITY OF LYNN
2022 – 2023
HIRING EQUIPMENT FOR SNOWPLOWING,
SANDING AND SNOW REMOVAL

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Contractors are reminded of the requirement to submit Automobile Liability Insurance, naming the City of Lynn as an additional insured, prior to their being eligible for service (See Page-5).

Please note that all paperwork, including contract, insurance certificates, W-9 tax identification number, copies of registrations, copies of driver licenses and the equipment inventory must be submitted together or they will not be accepted or processed. Any vehicle changes, additions or other requested changes must be submitted to the snow operations clerk at least 24 hours in advance of a pending storm for proper approval. Otherwise, that vehicle may be ineligible to plow for that storm event or until approved.

Requests for the same route as previous years will be considered but cannot be guaranteed. Route assignments are at the discretion of the Street Superintendent.

AGREEMENT FOR SERVICES

THIS AGREEMENT, entered into this _____, 2022 and between the Mayor for the City of Lynn, pursuant to General Laws Chapter 40, Section 4, and

CONTRACTOR: _____
(PLEASE PRINT CONTRACTOR OR COMPANY NAME)

Therefore, the parties hereto agree as follows:

- I. **ENGAGEMENT OF CONTRACTOR:** The City of Lynn hereby engages Contractor to perform the expert services described in Clause II entitled, "Scope of Services."
- II. **SCOPE OF SERVICES:** Contractor agrees to perform and carry out all services or work set forth in this clause to the satisfaction of the Mayor and shall conform to the highest professional or business standards. Contractor agrees to carry City supplied GPS tracking equipment in each vehicle to ensure delivery of service.

These services shall include, but may not be limited to following:

- a) Hiring of trucks for snowplowing with drivers and blades as per attached list.
 - b) Hiring of dump trucks for snow removal with tailgates and sideboards to provide a height of four (4') feet with necessary drivers.
 - c) Hiring of sanders, graders, front end loaders, etc. with blades, buckets and necessary operators.
 - d) Current Specifications and Policy as established by the Commissioner of Public Works.
 - e) Snowplowing and Snow Removal
- III. **TERM:** The parties hereto agree that this contract shall commence forthwith and shall terminate upon completion of services for the winter of 2022-2023. The City of Lynn may terminate this contract without cause at any time upon seven (7) days written notice to the Contractor, sent by First Class US Mail to the address listed as the contractor's usual place of business. The City may also terminate this contract at any time for cause.

- IV. **COMPENSATION AND METHOD OF PAYMENT:** For all services and work rendered under this contract, the parties hereto agree that the Contractor will be paid no later than the 25th of each month if invoices for payment are received prior to the first of the month, as per established rates.
- V. **CONTRACTORS' INSURANCE:** Upon execution of this contract, the Contractor shall furnish a certificate of Automobile Liability Insurance naming the City of Lynn as an additional insured. This certificate of insurance is to be attached to this contract and made a part of it when executed.
- VI. **ASSIGNMENT AND SUBCONTRACTING:** Contractor shall not assign this contract nor any part thereof, nor the right to receive compensation hereunder, without the prior written consent of the Mayor. No part of the work or services covered by this contract shall be subcontracted without the prior written approval of the Mayor.
- VII. **INDEMNIFICATION:** Contractor hereby agrees to indemnify and save harmless the Mayor and the City of Lynn from any liability loss or damage they may suffer as a result of claims, demands, costs or judgments against them arising out of the activities to be carried out pursuant to the obligations of or the performance of this Agreement.

IN WITNESS WHEREOF, the authorized officials of the parties hereto have signed this contract on the day and year written in the City of Lynn, Essex County, Ma.

APPROVED AS TO FORM:

George S. Markopoulos, City Solicitor

Contractor

Michael Bertino, Chief Financial Officer

Date

Jared C. Nicholson, Mayor

SERVICE/PAYMENT TERMS

1. Contractor to be available any hour of the day, seven (7) days a week including all holidays, from the date of the award to May 1, 2023.
2. Contractor is required to carry City issued GPS tracking equipment in each of their vehicles. GPS units will be distributed at the time of vehicle registration and will be kept throughout the winter season. To ensure delivery of service, the GPS unit must be powered on during the period the vehicle is plowing for the City. Lost or damaged GPS units will incur a \$125 dollar charge.
3. Contractor must report to his assigned route within ninety (90) minutes after he is called in order to receive a minimum guarantee of four (4) hours. An answering service or message recorder shall be deemed as proper notice.
4. Contractor will be notified by the DPW when to begin and end plowing or to start snow removal. The DPW shall determine the number of vehicles needed for a particular event and may or may not utilize all contractors under agreement.
5. Attendance Bonus: Contractors that meet specific guidelines for attendance on snow plowing events will be paid a 5% attendance bonus at the end of the season. Percentage will be based on actual hours worked (not including premium pay) during the 2022-2023 snow and ice season. The Contractor must meet the following criteria in order to qualify for the attendance bonus:
 - Contractor must have all required paperwork submitted, accepted, and up to date no later than December 1 2022.
 - Contractor must show up for every declared plow event.
 - Contractor must be in compliance with all rules and regulations for snow and ice removal. If at any time during the season Contractor is found to be in violation of these rules and regulations, Contractor will be disqualified for the Attendance Bonus.
 - In the event that a piece of equipment breaks down and must be removed from operation while plowing for the City, the removal of this piece of equipment will not count against the Contractor as being “available” for that particular storm event. However, this piece of equipment must be available for snow and ice operations for the next storm event in order to qualify for the Attendance Bonus.
 - Attendance Bonus shall be calculated at the end of the snow and ice season and will be paid out no later than May 1st following the season.

6. The City of Lynn maintains a **“bare pavement/exposed curb”** policy of snow removal. Plowing operations shall be conducted to expose the bare pavement. Streets and intersections shall be widened to their maximum extent.
7. All work in fulfillment of the City’s snow removal policy shall be performed to the approval of the Commissioner, and/or his agent.
8. All street intersections shall be cleared to the full width of the streets.
9. Plow blades will be down at all times while on the city clock, and traveling on City streets whether or not vehicle is on its route.
10. Meal periods and fuel stops shall be scheduled at or about 12:00 Midnight, 6:00 AM, 12:00 noon and 6:00 PM, and may be taken by removing a vehicle from the clock, provided, that notification is made to and verbal permission is granted by the route foreman for each instance. No meal period shall be provided for a shift expected to be less than 6 hours duration and shall not exceed 1/2 hour off the route.
11. Premium pay will be received only if the Contractor and equipment report on time after being notified and remain on the job as long as their equipment is required. Premium pay is one- and one-half hour (1 1/2) for all vehicles which report on at the designated time and remain until released. All equipment must be signed in at the designated meet location at the beginning of the assignment and signed out at the end of the assignment at the same meet location by the route foreman. Payment will be for the actual hours worked at the direction of the foreman and is contingent upon verification by GPS.
12. The Contractor, during the progress of work, may be required to work continuously throughout the day and/or night.
13. The Contractors shall check all streets and routes assigned to them prior to the first storm so as to become familiar with the particulars and any difficulties.
14. All fuels, repairs, etc. shall be the responsibility of the Contractor. All equipment shall report with a full tank of fuel and be fully operational. Failure to report as such can result in dismissal or loss of premium pay.
15. The City reserves the right to inspect all equipment and operator licenses before it is hired and at any time during contractor’s performance. All equipment shall have a valid inspection sticker passing safety and emissions requirements. Any equipment judged by the Commissioner and/or his agent to be inadequate to perform properly will be disallowed or removed from service.

16. The Contractor shall display courtesy to all Lynn residents encountered during snow removal operations. Any disputes that should arise with residents or motorists during the Contractor's performance of work under this contract shall be reported to the route Foreman for resolution.

Any Contractor found in violation of this condition shall be subject to immediate dismissal from service under this contract and forfeiture of premium pay.

17. In the event of breakdowns, Contractor must immediately notify his/her route foreman or contact the dispatcher at 781-586-8010 who will notify the foreman. Equipment down over fifteen (15) minutes will be removed from the clock and will receive credit only for hours worked.
18. The Contractor shall on demand of the Commissioner and/or his agent, dismiss without delay from his/her service under this contract, any agent or any employee who is disorderly, quarrelsome, disobedient, incompetent, or suspected to be under the influence of drugs or alcohol as determined by the Commissioner and/or his agent.
19. The Contractor shall submit with his/her proposal a Certificate of Automobile Liability Insurance, naming the City of Lynn; 250 Commercial St.; Lynn, Ma 01905 as an additional insured with the minimum limits as follows:

Bodily Injury Per Person	One Hundred Thousand (\$100,000.00)
Bodily Injury Per Accident	Three Hundred Thousand (\$300,000.00)
Property Damages	Three Hundred Thousand (\$300,000.00)

The parties agree, that in the event that the Contractor fails to maintain the required levels of insurance, naming the City of Lynn as an additional insured, this contract shall be null and void; however, in the event that any liability arises from this contract, such liability shall survive the term of this contract, and the contractor hereby agrees to fully indemnify, defend and hold harmless the City of Lynn an accordance with paragraph VII.

If any accidents occur or problems arise while working for the City of Lynn, the Contractor shall notify his foreman immediately.

20. The successful bidders shall be required to negotiate a contract for the proposed work, in accordance with the requirements of the City Solicitor.
21. It is the intent of the City of Lynn not to award a contract to any bidder who does not furnish evidence, satisfactory to the City of Lynn, that he/she has the ability and experience to perform this type of work.
22. All contract prices shall continue in effect, unchanged, during the period of this contract, commencing from the date of the award and terminating May 1, 2023.
23. The Commissioner may order the discontinuance of the contract at any time, at his discretion, in order to keep expenditures at the lowest possible minimum, or for any other reason that he should deem efficient, and the Contractor shall have no claim for loss of anticipated profits due to any such act on the part of the Commissioner.
24. Payments to the Contractor for work performed under this contract shall be determined by computing the amount due for equipment furnished by the Contractor based on accounts kept by a representative of the Commissioner and according to the schedule of rates attached.
25. Attached is a copy of the maximum rates to be paid for all equipment.
26. All equipment information to be included must be filled out completely. The hourly rate will be verified by the Commissioner and/or his agent.
27. Pay rates for equipment not included on maximum rate page shall be negotiated prior to hire.
28. The City of Lynn will not pay above the maximum rate.
29. All hired equipment must be legally registered and lawfully permitted to travel on the roadways of the Commonwealth of Massachusetts. The DPW will not allow the use of equipment registered with " Repair ", "Dealer" or " Farm " plates." Owner/contractor" plates may only be used on rubber-tired backhoes, front-end loaders and road graders used for snow and ice control operation.
30. All operators of hired equipment utilized shall be required to carry a cellular phone while the equipment is engaged by the City of Lynn. These numbers are to be given to the DPW at the time of vehicle registration with the City. It shall be the responsibility of the hired equipment vendor to notify the DPW of any change.

31. Contractors should be aware that the Federal Highway Administration has regulations that require employers with drivers of commercial vehicles have an alcohol - drug testing program in place. The specific provisions of the regulations are highly detailed and legally complex. The City of Lynn strongly urges you to review the regulations, which are cited as 49 code of the Federal Regulations Part 382.
32. All operators of hired equipment must have a valid and currently issued operator's license issued by the duly authorized governmental entity. The failure of an operator to be appropriately licensed will disqualify said operator from the employ of the City of Lynn and will result in the termination of this agreement as it results to the specific equipment being operated and forfeiture of money owed for operation of said equipment.
33. This Contract is subject to all laws, federal, state and local, which are applicable to this Contract, and it is presumed that the CONTRACTOR is cognizant thereof.

WINTER 2022 – 2023
RATES FOR VEHICLES USED FOR SNOW PLOWING, HAULING AND REMOVAL

<u>DESCRIPTION</u>	<u>RATE PER HOUR</u>
Standard 4X4 Pickup Truck with Plow (>7,500 GVW) F-250, 2500 Model or equivalent	\$ 90.00
Standard 4X4 Pickup Truck with Plow (>10,000 GVW) F-350, 3500 Model or equivalent	\$ 100.00
6 Wheel Truck with Plow (10,000 – 30,000 GVW)	\$ 160.00
Large Dump Truck with Plow (minimum 10' blade) (31,000-50,000 GVW)	\$ 185.00
Ten Wheel with Plow (minimum 10'blade) (51,000+ GVW)	\$ 195.00
Backhoe, 4-wheel drive only Minimum 1 Yard	\$ 130.00
Front End Loader, 4-wheel drive only 1 1/2 Yards to 4 yards	\$ 175.00
Front End Loader, 4-wheel drive only 4 1/4 Yards to 6 yards	\$ 185.00
Front End Loader, 4-wheel drive only 6 1/2 Yards to plus (when needed)	\$ 200.00
Road Grader, 4- or 6-Wheel Drive with 10-12 Foot Highway Plow	\$ 200.00
Sidewalk Plow/Bobcat (when needed)	\$ 95.00
Large Dump Truck, Hauling Snow Minimum 30 Yard (when needed)	\$ 100.00
Tool Cat Sidewalk Machine or equivalent With Plow and Snow Blower as required	\$ 165.00

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions.		Requestor's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is backup withholding*, later.

EQUIPMENT INVENTORY 2022-2023
EQUIPMENT INVENTORY FORM MUST BE FILLED OUT COMPLETELY

CONTRACTOR CONTACT NAME:

BUSINESS NAME:

CONTRACTOR CONTACT PHONE:

EMAIL:

PLEASE CHOOSE ONE -> I PREFER TO |

☐

MAILED TO ME WHEN READY

☐

HELD AT DPW FOR PICK UP
WHEN READY

LIST ALL VEHICLES THAT ARE AVAILABLE TO BE USED FOR SNOW PLOWING, HAULING AND REMOVAL

All vehicles must have an assigned driver listed and a copy of their valid license must be submitted.

Please list any unassigned additional drivers on page 12.

FOR OFFICE USE ONLY

V#	YEAR	TRUCK MFG	MODEL NO.	REG NO.	GVW RATING	4-WHEEL DRIVE	LENGTH OF BLADE	DRIVER NAME	DRIVER CELL NUMBER	DRIVER LICENSE EXP	PAY RATE	APPRVD BY
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CONTRACTOR _____

ROUTE ASSIGNED: _____

EQUIPMENT INVENTORY 2022-2023
EQUIPMENT INVENTORY FORM MUST BE FILLED OUT COMPLETELY

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CONTRACTOR _____

ROUTE ASSIGNED: _____

EQUIPMENT INVENTORY 2022-2023
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FORM MUST BE FILLED OUT COMPLETELY

All additional drivers listed must provide a copy of their valid license.

[illegible]